



Interim Participation Agreement

This Interim Participation Agreement is entered into by and between the Employer and the Local Union signatory herein by their duly authorized representatives.

WITNESSETH

WHEREAS, the Employer and the Local Union have entered into a collective bargaining agreement that provides for participation in the Michigan Conference of Teamsters Welfare Fund ("Fund") and contribution to the Fund by the Employer to obtain health and welfare benefits for employees represented by the Local Union and employed by the Employer and wish to continue Fund coverage while negotiating possible changes to the collective bargaining agreement.

NOW THEREFORE, for and in consideration of the premises and mutual covenants contained herein and subject to the written acceptance of this Interim Participation Agreement by the Trustees of the Fund ("Trustees"), the Employer and the Local Union hereby agree as follows:

1. The Employer and the Local Union agree to be bound by and hereby assent to the terms of the Fund's Trust Agreement, Employer Accounts Policies and Procedures and all other policies, rules and regulations that have been adopted or that are adopted in the future by the Fund's Trustees pursuant to the Trust Agreement, and all of the actions of the Trustees in administering the Fund in accordance with the Trust Agreement, Employer Accounts Policies and Procedures and all other policies, rules and regulations adopted by the Trustees, notwithstanding any provision to the contrary in a collective bargaining agreement between the Employer and the Local Union. Except as provided in Paragraph 8(e), in the event of any inconsistency between the provisions of this Participation Agreement and the provisions of the Collective Bargaining Agreement as initially presented to the Fund or as subsequently modified, and/or any other written or verbal agreement between the Employer and the Local Union, this Participation Agreement shall govern.

2. The Employer hereby accepts as Employer Trustees the present Employer Trustees appointed under the Trust Agreement and all past or succeeding Employer Trustees who have been or will be appointed in accordance with the terms of the Trust Agreement.

3. The Local Union hereby accepts as Union Trustees the present Union Trustees appointed under the Trust Agreement and all past or succeeding Union Trustees who have been or will be appointed in accordance with the terms of the Trust Agreement.

4. Contributions owed for each week are due on or before the 1st day of that month (the "due date"). Weeks are deemed to commence on Sunday and end on Saturday. If a contribution is not received by the Fund by the 6th of the month (5 days following the due date), the Employer shall pay interest on the outstanding balance, retroactive to the due date, at the rate set forth in the rules and regulations adopted by the Trustees of the Fund. Contributions received after interest has accrued will be applied first to the interest due and then to the oldest unpaid contribution balance. Under no circumstances shall interest be waived.

5. The Employer must timely report to the Fund all active employment status changes (i.e., layoffs terminations, resignations, personal leaves, military leaves, work related and non work related illnesses and injuries, and other changes in status). The Employer must choose one of the two reporting options below by initialing the appropriate box. Failure to do so will be deemed by the Fund as the selection of option (b).

- (a) Report once per week on a set day, not exceeding six calendar days from the last day of the week being reported on (e.g., report each Friday all status changes that occurred through the prior Saturday), or
- (b) Report within seven calendar days of each status change.

Failure to timely notify the Fund will obligate the Employer for contributions on behalf of the individual through the date the status change is ultimately reported.

6. If the Employer and Local Union enter into a new collective bargaining agreement or modify their current Collective Bargaining Agreement, the result of which affects the obligations under this Participation Agreement, the Employer and Local Union must notify the Fund of such change. No such new collective bargaining agreement or modification shall affect the obligations under this Participation Agreement unless approved in writing by the Fund.



Interim Participation Agreement

7. The Employer and Local Union represent to the Trustees that payments will be made only on behalf of Employees. For purposes of this Interim Participation Agreement, the term "Employee" means a person who is employed by an Employer and is eligible to participate in and receive benefits under the Fund and as further defined in paragraph 9. d. (i) below.

8. The Fund requires that contributions must be made as follows:

- a. on behalf of an Employee whose absence from the job is due to an off-the-job injury/illness for the lesser of (i) a minimum of 4 weeks following the contribution week in which the Employee last worked or (ii) the duration of the absence due to the off-the-job injury/illness, except that once the contribution obligation hereunder is satisfied, no new contribution obligation will be triggered with respect to a new absence due to the same off-the-job injury/illness unless the Employee has returned to work for a minimum of 14 continuous calendar days or unless the Collective Bargaining Agreement provides for a shorter or no minimum return period;
- b. on behalf of an Employee whose absence from the job is due to an on-the-job injury/illness (i.e., eligible for workers' compensation benefits) for the lesser of (i) a minimum of 26 weeks following the contribution week in which the Employee last worked or (ii) the duration of the absence due to the on-the-job injury/illness, except that once the contribution obligation hereunder is satisfied, no new contribution obligation will be triggered with respect to a new absence due to the same on-the-job injury/illness unless the Employee has returned to work for a minimum of 14 continuous calendar days or unless the Collective Bargaining Agreement provides for a shorter or no minimum return period;
- c. on behalf of an Employee for the first 4 weeks of the Employee's absence from the job while on military duty, commencing with the contribution week following the contribution week in which the Employee last worked (*Military duty* means service in the uniformed services, including the Armed Forces; Army National Guard and Air National Guard when engaged in active duty for training, inactive duty training, or full-time National Guard duty; the commissioned corps of the Public Health Service and any other category of persons designated by the President in time of war or national emergency);
- d. for each week on behalf of an Employee if the Employee worked or is compensated for any portion of the contribution week, including each week for which wages are received, retroactively and prospectively, pursuant to any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement;
 - (i) The term "Employee" does not include an individual who voluntarily quits, is terminated, is permanently laid off, or is deceased. However, for the purpose of this sub-section, the term "Employee" does include an individual who retires.
 - (ii) Unless otherwise provided in the Collective Bargaining Agreement, contributions are payable only on compensation paid for specifically designated weeks (or portions thereof). Compensable time off will be subject to contributions only if payable for designated weeks (or portions thereof) during which the Employee was not laid off and only if it exceeds the value of 16 hours of wages. Compensation for time worked and time off attributable to the same week triggers only one contribution week payment.
 - (iii) Unless otherwise provided in the Collective Bargaining Agreement, or separation agreement pursuant thereto, contributions are not payable on severance pay.
- e. the foregoing contribution requirements are the Fund's minimum requirements and do not modify any additional contribution requirements as contained in the applicable collective bargaining agreement.



Interim Participation Agreement

9. A non-Teamster group whose specific job function is distinctly identifiable may participate in the Fund. However, the right of an Employer's non-Teamster group to participate is contingent upon the participation of the Employer's Teamster bargaining unit group(s).

10. The *entire* Teamster bargaining unit group must participate in its designated plan of benefits. The same is true of any non-Teamster group.

11. This Interim Participation Agreement shall continue in full force and effect beyond the stated Expiration Date hereof, and the Employer shall contribute to the Fund at the then applicable Fund rate for the last plan of benefits designated in this Interim Participation Agreement, until this Interim Participation Agreement is superseded by a renewal Participation Agreement, or until the Fund acknowledges the cessation of the Employer's obligation to contribute pursuant to (a) the Employer's notification to the Fund, by certified mail, with a copy to the Local Union, that the Employer no longer has a legal duty to contribute to the Fund and the specific basis upon which its legal duty to contribute to the Fund has ceased, or (b) the Local Union's notification to the Fund, by certified mail, that the Employer no longer has a legal duty to contribute to the Fund and the specific basis upon which its legal duty to contribute to the Fund has ceased.

12. An Employer that, through an Employer Association, signs a collective bargaining agreement requiring contributions to the Fund on behalf of Employees is bound by the signature of the Employer Association.

13. Any and all disputes between the Employer and the Trustees relating to contributions to the Fund or this Participation Agreement shall be submitted for resolution to the Trustees as a condition precedent to any formal claim or appeal, and shall not be subject to arbitration or other dispute resolution procedures in the Collective Bargaining Agreement.

14. This Interim Participation Agreement is not binding on the Trustees or the Fund until accepted by the Trustees. The Trustees have delegated the authority to accept an Interim Participation Agreement to the Fund's Executive Director.

15. The Michigan six-year written contract statute of limitations shall not run with respect to contributions owed by the Employer until such time as the Fund receives actual written notice of the existence of the Employer's contribution obligation.

16. The Employer shall contribute to the Fund at the weekly rates and as of the effective dates listed below for its Teamster bargaining unit Employees and other Employee groups as contemplated in paragraph 10 above. MOB (Maintenance of Benefits) must be indicated if there is no published rate. Contributions for MOB and for later effective dates shall be made at the rate established by the Trustees for as long as the Employer is required to make contributions. If for any reason a change in the contribution rate occurs after the expiration date of a collective bargaining agreement but while the Employer is engaged in collective bargaining for a new agreement or is otherwise legally required to continue contributing to the Fund, the Employer must pay the adjusted rate.

Effective Date: _____	Contribution Rate: _____	Plan: _____
Effective Date: _____	Contribution Rate: _____	Plan: _____
Effective Date: _____	Contribution Rate: _____	Plan: _____



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IN WITNESS WHEREOF, the Employer and Local Union have caused this Interim Participation Agreement to be executed by their duly authorized representatives this _____ day of _____, 20 _____.

Employer

State whether Teamster Bargaining Unit or Non-Teamster Group (if not the entire Non-Teamster Group, identify participating job functions)

Effective Date of Contribution Obligation

Expiration Date of Participation Agreement

Expiration Date of Collective Bargaining Agreement

If Employer is signed to Group Contract, Name of Contract

ACCEPTED FOR THE BOARD OF TRUSTEES
MICHIGAN CONFERENCE OF TEAMSTERS WELFARE FUND

Signature

/Executive Director

Date

Employer Name (please print) (note division if applicable)

Federal Employer Number

Street Address

City, State and Zip Code

Telephone Number

Fax Number

Signature of Authorized Representative

Name of Authorized Representative/Title (please print)

Date

Check here to confirm that the employment status reporting option has been selected in paragraph 5 of this agreement.

Teamsters Local Union No: _____

Signature

Name of Authorized Representative/Title (please print)

Date